

PLACER COUNTY GOVERNMENT CENTER

LEASE AGREEMENT – FOOTHILL CENTER FOR SPIRITUAL LIVING

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EXHIBIT A - PREMISES

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Lease No.: PCGC 12-004

Tenant Name: **Foothill Center for Spiritual Living**

Street Address: **2945 First Street**

City, State Zip: **Auburn, CA 95603**

LEASE AGREEMENT

This Lease Agreement is made and entered into, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and, FOOTHILL COMMUNITY CHURCH OF RELIGIOUS SCIENCE, doing business as Foothill Center for Spiritual Living, a California non-profit corporation, hereinafter referred to as "TENANT". TENANT and COUNTY are sometimes hereafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES." COUNTY and TENANT agree as follows:

BASIC LEASE INFORMATION

This Basic Lease Information is an integral part of this Lease Agreement and all of the terms hereof are incorporated into this Lease Agreement in all respects. In addition to the other provisions which are elsewhere defined in this Lease Agreement, the following, whenever used in this Lease Agreement shall have the meanings set forth below:

Premises: That building or portions of that Building No. 118 located at the Placer County Government Center ("PCGC"), Auburn, California consisting of 4,259 square feet and more particularly shown on the attached **Exhibit A** ("Premises").

Premises Address: PCGC Building No. 118, 2945 First Street, Auburn, California, 95603.

Lease Term: The Term of this Lease Agreement shall commence upon PARTIES' execution of this Lease Agreement ("Effective Date") and terminate on December 31, 2022 ("Term").

Use: The Premises may be used as a House of Worship.
No hazardous materials are authorized for storage or use on the Premises.

Rent: Subject to Section 6 Rent, Rent shall commence at One Thousand Five Hundred Thirteen and 47/100 Dollars (\$1,513.47) per month. The monthly rent may be adjusted annually pursuant to Section 6.3 of this Lease Agreement.

Termination: TENANT may terminate this Lease Agreement at any time as long as TENANT provides at least ninety (90) days advanced written notice of termination.

Utilities: TENANT shall pay for all public utility costs in connection with the use and occupancy of the Premises including, but not limited to, electricity, gas, trash removal, and telephone service per month subject to Section 12 Utilities.

COUNTY shall have the sole discretion to determine the apportionment of such costs between TENANT and all other common utility users. COUNTY also reserves the right to, at any time

and without prior notice, change the apportionment of such costs in order to equally and accurately apportion the utility usage costs between all common utility source users on a straight line per square foot basis.

Notices:

COUNTY's Address:

ATTN: Property Manager

Department of Facilities Management

Mailing Address:

11476 C Avenue

Auburn, CA 95603

Phone: (530) 886-4900

Fax: (530) 889-6857

Physical Address:

2855 Second Street

Auburn, CA 95603

TENANT's Address:

Foothill Center for Spiritual Living

2945 First Street

Auburn, CA 95603

Phone: (530) 823-6986

Fax: (530) 887-9710

LEASE AGREEMENT

1. GRANTING CLAUSE

For and in consideration of the Rent and of the covenants, conditions and agreements herein contained, COUNTY hereby leases to TENANT, and TENANT hereby leases from COUNTY, the Premises referred to in the Basic Lease Information above, to have and to hold for the Lease Term, subject to all of the terms, covenants and conditions set forth in this Lease Agreement.

2. PREMISES AND COMMON AREAS

2.1. Premises

Pursuant to the Basic Lease Information and Exhibit A attached hereto, TENANT is leased 4,259 square feet of space within that building or portions of that Building No. 118, located at the PCGC for TENANT's exclusive use subject to the terms set forth in this Lease Agreement.

2.2. Common Areas

Common areas may include but not be limited to restrooms, hallways, parking areas, and grounds for the shared and common use of TENANT and other tenants at the PCGC.

2.3. Condition of Premises

COUNTY makes no representation, expressed or implied, as to the structural, mechanical or operational quality or suitability of the Premises; or to the building's or property's compliance with any applicable building codes or other regulations; or to the quality, dependability or quantity of utility services provided by COUNTY. TENANT agrees to accept the Premises in an "as is" condition without any representation or warranty from COUNTY as to its condition.

2.4. Premises Load-Bearing Capacity

It is estimated that the load-bearing capacity of raised floors in buildings at the PCGC is approximately thirty-five (35) pounds per square foot.

3. ACKNOWLEDGEMENTS

COUNTY is notifying TENANT, and TENANT hereby acknowledges that the COUNTY approved a Placer County Government Center (PCGC) Master Plan Update. The update evaluated future needs, uses and availability of portions of the PCGC, including the Premises. While the Premises is currently available for use, COUNTY's future need for this area may change. COUNTY makes no commitment or guarantee as to the availability of the Premises beyond the Term of this Lease Agreement. There may also be activity near the Premises related to the PCGC Master Plan Update and its implementation. TENANT agrees and acknowledges that it has reviewed this section, and the entirety of this Lease Agreement, with legal counsel of TENANT's own choosing, or has knowingly declined the opportunity to do so.

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TENANT'S INITIALS

4. PARKING, COMMON USE AREAS AND OTHER PCGC FACILITIES

- 4.1. COUNTY shall maintain exclusive control and management, at all times, of all vehicle parking areas, driveways, entrances and exits thereto, and other facilities furnished by COUNTY in the PCGC, including employee parking areas, loading docks, package pickup stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements (collectively referred to as "PCGC Facilities") provided by COUNTY for the general use of the COUNTY, its PCGC tenants, and the above-identified TENANT and its officers, agents, clients, employees, or invitees.
- 4.2. COUNTY shall have the right and authority to close temporarily or permanently any portion or all of said parking areas or PCGC Facilities.
- 4.3. COUNTY has the right and authority to regulate all traffic patterns within the PCGC as COUNTY determines necessary for the management and development of the same.
- 4.4. COUNTY shall have the right, exercisable without notice and without liability to TENANT, to change the name and street address of the building of which the Premises is a part.
- 4.5. Except as otherwise provided in the Basic Lease Information and Exhibit A, TENANT will have no assigned or reserved parking.
- 4.6. COUNTY has the right, at any time, to establish, modify, and enforce reasonable rules and regulations for the proper operation and maintenance of the parking, common use areas, both in and around the Premises, and other PCGC Facilities regarding but not limited to the following:
 - 4.6.1. Construction, maintenance and operation of lighting facilities and improvements;
 - 4.6.2. Changes to the area, level, location, and/or arrangement of parking areas or other PCGC Facilities;
 - 4.6.3. Restrictions on parking by TENANT, its officers, agents, clients, employees or invitees;
 - 4.6.4. The levy and enforcement of parking charges;
 - 4.6.5. Enforcement of security of the parking areas and/or facilities around the Premises; or
 - 4.6.6. Enforcement of the tow away provisions of the County Code.

5. USE

- 5.1. Permitted Uses. Pursuant to the Basic Lease Information, the Premises shall be used, occupied and conducted exclusively as and only for the purposes set forth in the Basic Lease Information, Use. COUNTY, at its sole discretion, may approve, in writing, other or additional uses.

5.2. Prohibited Uses

- 5.2.1. TENANT shall not use, or permit said Premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said Premises is hereby leased.
- 5.2.2. If the Premises is located within a building, no use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance for the building in which said Premises may be located.
- 5.2.3. TENANT shall not mark, drive nails, screw or drill into, penetrate, paint, or in any way deface the exterior walls, roof, foundations, bearing walls, columns, or pillars without the written consent of the COUNTY. The expense of repairing any damage resulting from a violation of this rule shall be borne by the TENANT.
- 5.2.4. TENANT shall not sell or permit to be kept, used or sold in or about said Premises, any article which may be prohibited by standard form of fire insurance policies.
- 5.2.5. Unless addressed as an authorized Use within Basic Lease Information, TENANT's vehicles or commercial vehicles ("Vehicles"), including those Vehicles of TENANT's officers, agents, clients, employees, or invitees may not be kept on the Premises. For purposes of this Lease Agreement, "kept" means storing Vehicles in parking areas in excess of any twenty-four (24) hour period.

6. RENT

6.1. Initial Rent Deposit

TENANT shall pay to COUNTY the first month's rent in the amount set forth in Section 6.2, together with the Security Deposit in the amount set forth in Section 7. Said Rent and Security Deposit payments shall be due on the date of TENANT's execution of the Lease Agreement. COUNTY will not approve said Lease Agreement absent TENANT's submittal of said payments. All future Rent or Additional Rent payments shall be due and payable as set forth in Sections 6.2, 6.4, and 6.4.2 herein.

6.2. Rent

TENANT hereby agrees to remit to COUNTY as monthly rent for the Premises, the sum of One Thousand Five Hundred Thirteen and 47/100 Dollars (\$1,513.47) (hereinafter "Monthly Rent"). Rent for any partial month's occupancy shall be prorated based on a thirty (30) day period. The rent charged is based on a rate of Thirty-Six Cents (\$0.36) per square foot.

6.3. Annual Rental Adjustments

- 6.3.1. Monthly Rent shall be adjusted by a fixed three percent (3%) increase on April 1, throughout the Term of this Lease Agreement.

6.4. Additional Rent

Additional Rent constitutes any and all additional fees, charges, expenses or payment obligations, other than the Monthly Rent and adjustments thereto, that are identified as "Additional Rent" in this Lease Agreement.

- 6.4.1. COUNTY shall charge as Additional Rent and TENANT shall be liable for payment of the total amount of charges, fees, expenses, costs incurred by COUNTY in any of the following events:
 - 6.4.1.1 If COUNTY has paid any sum or sums, or has incurred any obligation or expense, for which TENANT has agreed to pay or reimburse COUNTY, or for which TENANT is otherwise responsible under this Lease Agreement. Such obligation or expense may include, but is not limited to, utility hookup fees or utility meter installation costs.
 - 6.4.1.2 If COUNTY is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of TENANT to perform or fulfill any of the promises, terms, conditions or covenants required of it herein.
 - 6.4.1.3 Any monetary obligation imposed pursuant to any ordinance, resolution or minute order of COUNTY.
 - 6.4.1.4 TENANT's obligations pursuant to this Section 6.4.1 shall include all interest, and/or penalties incurred by COUNTY in conjunction with or subsequent to the payment of any such sum.
- 6.4.2. Charges, including but not limited to fees, charges, assessments for emergency response service(s) (including but not limited to medical, police, or fire response) that may be provided to TENANT or to TENANT's agents, contractors, employees or clients shall be billed to TENANT as Additional Rent.
- 6.4.3. Unless otherwise provided in this Lease Agreement, Additional Rent shall be due and payable within ten (10) days of the date of written demand therefore, or within the time specified by applicable ordinance, resolution, or minute order of COUNTY.
- 6.4.4. Monthly Rent for all purposes under this Section 6 and in any suit, action or proceeding of any kind between the PARTIES hereto, any receipt showing the payment of any sum or sums by COUNTY for or in connection with any work done or material furnished shall be prima facie evidence against TENANT that the amount of such Additional Rent is necessary and reasonable.

6.5. Payments

- 6.5.1. TENANT shall pay the Monthly Rent to COUNTY in advance of the first (1st) day of each calendar month (hereinafter the Due Date), at or

by mailing to, the Department of Facilities Management Accounting Division at the address shown in the Basic Lease Information. Rent payments not received within ten (10) days of the Due Date shall be subject to Sections 6.7 and 26.

- 6.5.2. TENANT bears the risk of loss or delay of any payment made by mail.
- 6.5.3. All payments shall be paid in lawful money of the United States of America and shall be paid without deduction, offset, prior notice, or demand.
- 6.6. Dishonored Checks. Any dishonored check shall be treated as rent unpaid and shall be subject to a late charge as set forth in this section in addition to any charges levied by the bank. If TENANT's check has been drawn on insufficient funds or if TENANT has stopped payment on it, COUNTY may serve, in accordance with California Civil Code Section 1947.3(a)(2), a thirty (30) day written notice to TENANT that future Monthly Rent payments for a time period to be determined by COUNTY shall be in the form of a cashier's check or money order.
- 6.7. Late Charges. For any payment of Monthly Rent, Additional Rent or any other charges identified herein as the obligation of the TENANT to pay, which is not made within ten (10) days of its due date, TENANT agrees to pay late charges at the rate of ten percent (10%). Late charges shall be calculated from the payment due date and shall accrue on a monthly basis based on the total amount past due.
- 6.8. Interest Charges. TENANT agrees to pay interest on all overdue amounts from the due date until such amounts are paid in full at the rate of ten percent (10%) per annum or such lesser amount as may be the maximum allowed by applicable law. Interest charges shall be calculated from the payment due date and shall accrue on a monthly basis based on the total amount past due.
- 6.9. These late and interest charges constitute "Additional Rent" and imposition of the same shall not constitute a waiver of COUNTY's right to serve a Three-Day Notice to Pay Rent or Quit.
 - 6.9.1. Failure to Pay Rent.

Failure to pay Monthly Rent or any Additional Rent or charges that are identified herein as TENANT's obligation shall constitute a material breach of this Lease Agreement. In the event of such a breach, COUNTY is entitled, under the law, to enforce and seek payment of any and all Rent or any and all Additional Rent as set forth herein, in Section 26**Error! Reference source not found.** and any other remedies provided by law.
 - 6.9.2. Three (3) Day Notice to Pay Rent or Quit.
 - 5.9.2.1. If any Rent payment, or other Additional Rent payment or any charges for which the TENANT is obligated to pay, as described herein, has not been paid within ten (10) days

following its Due Date, COUNTY may prepare at its sole discretion a Three (3) Day Notice to Pay Rent or Quit.

- 5.9.2.2. TENANT's failure to pay in full all monies due and owing in the estimated amount (pursuant to Code of Civil Procedure Section 1161.1) identified in the Three (3) Day Notice by the expiration date of the same shall constitute a material breach of this Lease Agreement.
- 5.9.2.3. If COUNTY elects to issue a Three (3) Day Notice, TENANT'S account will immediately be charged Fifty and no/100 Dollars (\$50.00) in this regard.

7. SECURITY DEPOSIT

- 7.1. A Security Deposit equal to two (2) times the amount of the Initial Monthly Rent as specified in Section 6.2 shall be held by COUNTY as security for the faithful performance by TENANT of all the terms, conditions and covenants of this Lease Agreement. TENANT shall not be entitled to interest on such deposit. In no event shall the Security Deposit be considered or utilized by TENANT as the last month's rent. County currently has on deposit \$2,640.58 as TENANT shall remit \$386.36 upon TENANT's execution of this Lease Agreement.
- 7.2. Each time Section 6.3 is exercised COUNTY reserves the right to require TENANT to increase its Security Deposit to equal two (2) times the amount of the rent adjustment.
- 7.3. In the event of a breach of this Lease Agreement and/or damage to the Premises caused by TENANT, its agents, contractors, employees or invitees which, having been invoiced as Additional Rent, remains unpaid after 30 days from date of invoice, COUNTY may, at its sole discretion, upon a five (5) day written notice to TENANT, appropriate and apply any or all of the Security Deposit as compensation for any such breach or damage. COUNTY shall invoice TENANT as Additional Rent that portion of the Security Deposit so applied. Failure by TENANT to restore the Security Deposit to its full amount within ten (10) days of written demand by COUNTY shall constitute a breach of this Lease Agreement.
- 7.4. No trust relationship between COUNTY and TENANT is created on account of the Security Deposit.
- 7.5. Upon termination or expiration of the Lease Agreement, COUNTY is authorized to use any or all of the Security Deposit to satisfy any outstanding invoices to TENANT, which TENANT has not paid by or on the date of termination and to refund only that portion of the Security Deposit that remains. TENANT's termination and refund of the balance of the Security Deposit, if any, shall be subject to Exhibit C Landlord Provisions, Section 7 Surrender.

8. PERMITS AND APPROVALS

TENANT shall acquire all necessary and applicable building and/or zoning permits and agency approvals and licenses necessary to conduct TENANT's Use of the Premises. TENANT shall have sole responsibility for the payment of fees as required for such

permits or approvals. TENANT agrees to comply with all conditions of permits or licenses issued to TENANT for TENANT's use of the Premises.

9. LOAD BEARING RESTRICTIONS

If the Premises contains raised floors, TENANT's Use of this facility shall not exceed the limit set forth in Section 2.4. In the event that TENANT's Use of the Premises causes damage to the building or any structural members thereof, TENANT shall be responsible for repairing such damage at TENANT's sole expense. If TENANT modifies the load bearing capacity of the Premises in excess of the limit set forth in Section 2.4, it shall be the TENANT's sole responsibility to repair any and all subsequently occurring damage to the structure. Any such proposed repairs, alterations and/or improvements are subject to prior approval of the COUNTY and all other requirements set forth in Exhibit C Section 2**Error! Reference source not found.**, Improvements and Alterations.

TENANT may not overload the floor of the Premises or any part thereof. TENANT must have prior written approval of COUNTY to install safes or other heavy objects in the Premises. COUNTY may request TENANT to submit engineered plans for the installation of said safe or other heavy objects. Safes and other heavy objects shall, if approved by COUNTY, stand on supports of such thickness as is necessary to properly distribute the weight. COUNTY will not be responsible for loss or damage to any such safe or other heavy objects from any cause. All damage done to the Premises by moving or maintaining any such safe or other heavy property shall be repaired at the expense of TENANT.

10. TENANT'S OBLIGATIONS AND RESTRICTIONS

TENANT expressly agrees to the following:

- 10.1. To comply with all covenants, conditions and obligations set forth in this Lease Agreement;
- 10.2. To keep the Premises as clean and sanitary as their condition permits;
- 10.3. To dispose or have disposed all rubbish, garbage, and other waste in a clean and sanitary manner. Proper disposal shall include, but not be limited to, the use of suitably sized covered metal receptacles at locations so designated by the COUNTY from time to time. Said receptacles shall be placed outside the Premises for collection in the manner and at the times and places specified by COUNTY. Should COUNTY determine that TENANT's receptacles or the frequency of pickup of such receptacles are insufficient to fully contain TENANT's rubbish, garbage or waste, COUNTY shall have the right to require TENANT to increase the frequency of TENANT's trash removal service and/or require more suitably sized receptacle(s);
- 10.4. To use and operate properly all electrical, gas and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits; The plumbing facilities shall be used solely for the purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the TENANT. Using drainage fixtures for waste matter such

as non-water based paints, toxic or hazardous substances, or grease-laden material shall constitute a breach of the Lease Agreement;

- 10.5. To refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the Premises or the facilities, equipment, or appurtenances, or permitting any person on the Premises to commit such acts;
- 10.6. To park its vehicles in areas designated from time to time by the COUNTY, or in areas designated to be used for public parking;
- 10.7. To comply with all of COUNTY's parking and traffic controls (signs, barriers, etc.).
- 10.8. No Nuisance or Waste.
 - 10.8.1. TENANT agrees not to use or permit the use of the Premises in such manner as to interfere with the use of the PCGC property by COUNTY agencies or other occupants; or to create a nuisance thereon. TENANT shall not commit or permit the commission of waste on the Premises or the PCGC.
 - 10.8.2. TENANT shall conduct its business in a quiet and orderly manner so as not to create unreasonable noise or noise unrelated to the use for which the Premises were leased. No loud, objectionable, unseemly or disturbing noises or visual effects shall be permitted.
 - 10.8.3. TENANT shall confine all odors to the Premises and in no event shall cause or permit air pollution, soil or groundwater contamination, obnoxious or foul odor.
- 10.9. TENANT agrees to comply with the Rules and Regulations, a copy of which is attached to this Lease Agreement as Exhibit G. COUNTY may amend or modify the Rules and Regulations at any time and will provide a copy of the amendments or modifications to TENANT thirty (30) days prior to their effective date. The effective date shall constitute the date upon and after which said amendments or modifications can be enforced by COUNTY on TENANT.
- 10.10. Use and Reasonable Fire and Public Liability Insurance
 - 10.10.1. If the Premises is part of a building, TENANT shall, at its sole cost, ensure that the use of the Premises complies with any and all building insurance requirements necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.
 - 10.10.2. In the event that TENANT's Use of the Premises results in a rate increase for the building of which the Premises is a part, COUNTY will notify TENANT of said increase. TENANT shall pay annually on the anniversary date of this Lease Agreement, as Additional Rent, the additional premium amount that results from the rate increase.
- 10.11. Animals
 - 10.11.1. No animal, including birds, shall be kept or maintained in the Premises, without the prior written consent of COUNTY.

- 10.11.2. TENANT expressly agrees to not feed, shelter, or accommodate any animal on the grounds of the PCGC. Any damage or destruction of COUNTY property, including the removal of foundation vent screens, for any reason, including but not limited to the accommodation of any animals, is expressly prohibited. Any violation of these provisions shall be a material breach of this Lease Agreement.
- 10.11.3. Notwithstanding the foregoing, in accordance with state and federal law, the keeping of a service animal, (defined by state law as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) in the Premises by any person with a disability will be permitted.

10.12. Breach of Covenants, Conditions, Terms

Failure of TENANT to timely and fully comply with the above obligations or any other covenant, condition or term set forth in the Lease Agreement, including the exhibits thereto, shall constitute a material breach of this Lease Agreement. In such an event, County may issue, at its sole discretion, a Three (3) Day Notice to Perform Covenant of Lease or Quit.

11. POST ACQUISITION TENANT

TENANT agrees that it is a "post-acquisition Tenant" within the meaning of the California Relocation Assistance Law (Government Code Section 7260 et seq.) and the State Guidelines promulgated there under ("Law"). TENANT agrees to waive and hereby waives all eligibility and rights for relocation costs or any other benefits as a "displaced person" (as defined in the Law) upon termination of this Lease Agreement. TENANT agrees and acknowledges that it has reviewed this Section 11, and the entirety of this Lease Agreement, with legal counsel of TENANT's own choosing or has knowingly declined the opportunity to do so.

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12. UTILITIES

- 12.1. TENANT shall pay all public utility costs in connection with the use and occupancy of the Premises including, but not limited to, electricity, gas, trash removal, and telephone service. TENANT shall also pay all installation or hookup charges required for these services.
- 12.1.1. Where TENANT shares a common utility source or metering device, TENANT shall pay to COUNTY its proportionate share of the total utility cost in the amount as set forth in the Basic Lease Information Section of this Lease Agreement. Said payment shall be in the manner set forth in Section 6.5.3. Said payments for utility costs shall be defined as Additional Rent.
- 12.1.2. COUNTY shall have the sole discretion to determine the apportionment of such costs between TENANT and all other common utility users. COUNTY also reserves the right to, at any time and without prior notice, change the apportionment of such costs in order

to accurately apportion the utility usage costs between all common utility source users.

- 12.1.3. TENANT agrees not to disturb, terminate, interrupt, tamper with, adjust or disconnect any utility service or submetering system or device. Violation of this section is a material and substantial breach of the Lease Agreement and shall entitle COUNTY to all available remedies under the Lease Agreement or applicable laws.
- 12.1.4. If TENANT fails to pay the utility charges, COUNTY may elect to pay them. COUNTY's payment thereof does not waive COUNTY's right to enforce any covenant, including the payment of utility charges, of this Lease Agreement. As set forth in Section 6.4, COUNTY's payment thereof shall constitute and be collected from TENANT as Additional Rent.

13. SIGNS

- 13.1. TENANT has been provided with one (1) identification sign erected on the exterior of the Premises. No additional building signs are permitted. COUNTY shall perform any modification to this sign as requested by TENANT that is consistent with COUNTY's PCGC sign program and existing sign templates, with all costs for labor, materials, and administrative charges billed to TENANT as Additional Rent. Any modifications or changes to sign shall require prior written consent by the COUNTY.
- 13.2. TENANT has been allowed to install a free-standing sign. TENANT shall be responsible for all maintenance to the sign. Any modifications or changes to sign shall require prior written consent by the COUNTY.
- 13.3. COUNTY shall provide an address sign erected on the exterior of the Premises. COUNTY may provide any directional signage, at its sole option.
- 13.4. TENANT shall be required to provide and install all signage required by the Americans with Disabilities Act at TENANT's sole expense.
- 13.5. COUNTY reserves the right to remove any unauthorized sign(s), including but not limited to any temporary posters, sandwich boards, banners, and promotional signs, without notice. In such event, COUNTY'S costs to remove said signs shall be considered Additional Rent and shall be billed to TENANT. In the alternative, COUNTY may require TENANT to remove any unauthorized signs at TENANT's sole cost and expense.

14. FIXTURES

- 14.1. Subject to obtaining all necessary approvals and permits, TENANT shall have the right, at its sole expense to install trade fixture(s) in the Premises. For purposes of this Lease Agreement, "trade fixture(s)" means an article that the TENANT has physically attached to the Premises to aid the TENANT in the Use of the Premises as described in the Basic Lease Information of this Lease Agreement. For the purposes of this Lease Agreement, trade fixture(s) may include machinery, partitions, furniture, furnishings, doors, bins, racks, special

lighting fixtures. Trade fixture(s) may include area carpets, but shall not include wall to wall carpeting.

- 14.2. Unless otherwise agreed upon in writing by COUNTY and TENANT, such trade fixtures that can be easily removed without damage to the Premises shall remain the property of TENANT and may be removed by TENANT at any time prior to the expiration or sooner termination of this Lease Agreement. TENANT shall, at its sole expense, immediately repair any damage occasioned by reason of removal of any such trade fixture.

15. REPAIRS AND MAINTENANCE

- 15.1. TENANT shall maintain, service, and repair, at TENANT's sole expense, all portions of the Premises including restrooms, and any adjoining grounds or common areas designated for TENANT's sole and exclusive use. Such maintenance shall include, but is not limited to, custodial services, carpet repairs, wall repairs, painting, door repairs, plugged drains and toilets, replacement of electrical trim plates, maintenance of any facilities installed by TENANT for TENANT's sole and exclusive use, and all maintenance repairs caused by TENANT's Use of the Premises. All such repairs shall be made in a professional and workmanlike manner.

15.2. LIGHT FIXTURES

TENANT shall be responsible for all maintenance, service and repairs to the light fixtures within the Premises, which shall include, but is not limited to, changing of incandescent light bulbs/fluorescent tubes, ballast repairs and/or replacement and light cover replacement.

15.3. PLUMBING FIXTURES

TENANT shall be responsible for all maintenance, service and repairs to the plumbing fixtures within the Premises, which shall include, but is not limited to, leaky sinks, leaky faucets, leaky angle stops, malfunctioning flushometers, wax rings, tanks, and plumbing appliances.

15.4. LOCKSETS AND KEYWAYS

- 15.4.1. Upon approval of this Lease Agreement, TENANT will be provided, at COUNTY's expense, a sufficient number of keys to the Premises to meet TENANT'S needs. If, at a later date, TENANT determines that additional keys are required, TENANT shall pay the actual cost calculated at the current COUNTY hourly rate including set-up and overhead (one hour minimum). TENANT shall not duplicate any government-provided key for the Premises, as duplication of these keys is illegal.
- 15.4.2. COUNTY shall maintain the locksets on all exterior doors. TENANT shall, at no time, replace such locksets or modify the keyways without the prior written consent of COUNTY. If TENANT modifies the keyways without consent, COUNTY reserves the right, upon

discovery of such modifications, to install its standard equipment and bill TENANT as Additional Rent for all labor, material and administrative charges associated with such work.

- 15.4.3. If during the Term of this Lease Agreement, TENANT's key(s) are lost and TENANT requests re-keying or modification to the locksets or keyways, TENANT shall submit a request in writing to the Real Estate Services Division. COUNTY reserves the right to deny a request to re-key. If COUNTY approves the request, COUNTY will perform any work generated by such Service Request; however, COUNTY reserves the right to perform this work as personnel and scheduling permits. TENANT shall pay for re-keying costs and replacement keys charges. Said costs shall be billed to TENANT as Additional Rent.
- 15.4.4. If the nature of the TENANT's business dictates that an alarm system be installed requiring a particular type of key or entry system rather than the standard COUNTY lockset and keyway, COUNTY may, in writing, waive the requirement set forth in this section, provided, however, that TENANT must furnish COUNTY with one copy of the special key or entry system code for retention in the Real Estate Services Division for emergency access to the Premises.

15.5. FIRE PROTECTION SYSTEMS

- 15.5.1. COUNTY retains sole jurisdiction and control of any existing fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, and shall provide, or arrange to provide, continuous maintenance and operation of the existing systems, unless otherwise provided in writing.
- 15.5.2. COUNTY assumes no responsibility for any damage, loss, or injury, due to system failure or malfunction or failure to perform maintenance or repair or for the negligence or error of third PARTIES responsible for their maintenance and operation.
- 15.5.3. In the event that fire extinguishers need to be installed in the Premises, COUNTY shall be responsible for initial installation of portable fire extinguishers.
- 15.5.4. COUNTY shall arrange to provide annual inspections of the extinguishers. The cost of said annual inspections shall be paid by TENANT and shall be billed as Additional Rent. TENANT shall provide, or agree to permit, necessary access for annual inspections and any required maintenance of the extinguishers.
- 15.5.5. TENANT is solely responsible for monthly inspection of fire extinguishers and record keeping of such inspections in accordance with National Fire Protection Association 10: Standard for Portable Fire Extinguishers as described in Exhibit G, Rules and Regulations attached hereto.

- 15.5.6. Service following a discharge of equipment, or location change, and any required maintenance shall be performed by COUNTY at TENANT'S expense following written notice by TENANT of the necessity to perform such service, maintenance, or repair. The COUNTY shall not be required to perform maintenance and/or repairs unless TENANT informs COUNTY in writing of the necessity of such maintenance and/or repairs.
- 15.5.7. In the event of willful damage to, or theft of any extinguisher, the COUNTY shall perform required maintenance or repair or replacement. All costs associated with maintenance, repair and/or replacement shall be paid by TENANT and shall be billed to TENANT as Additional Rent.
- 15.5.8. TENANT shall be responsible for all costs associated with the installation, upgrade and/or modification of any fire suppression system required by any regulatory agency due to TENANT's Use or uses associated with the Use of the Premises.
- 15.5.9. TENANT shall at no time modify or cause to be modified the fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, Ansul systems and chemical fire suppression systems, without prior written approval from the COUNTY.
- 15.6. If TENANT desires COUNTY and if COUNTY, in its sole determination, has available resources to perform said maintenance as described in this section, TENANT may submit to the Real Estate Services Division a request for maintenance services in writing in a manner as prescribed by COUNTY. COUNTY reserves the right to schedule the performance of such maintenance based upon COUNTY's availability of resources. Authorization to perform said maintenance and to bill TENANT as Additional Rent for all costs, including, but not limited to, labor (one hour minimum), parts and administrative charges, associated with the requested maintenance, shall be deemed given by COUNTY's execution of the Service Request.
- 15.7. Where Tenants share common area restrooms, COUNTY will maintain, service, and repair the restrooms and TENANT will pay as Additional Rent a proportionate share of the total cost of maintenance, servicing, and/or repair as determined by COUNTY, unless otherwise agreed upon in writing by COUNTY and all affected Tenants.
- 15.8. Except as provided herein, COUNTY shall maintain and repair all areas of the building in which the Premises is located, including roofs, grounds (except those identified in the Basic Lease Information as part of the Premises), electrical and plumbing systems, exterior water systems and sewer lines and heating/air conditioning equipment. To the extent that COUNTY, in its sole determination, determines that other maintenance or repair to the exterior of the Premises, or the building in which the Premises is located is necessary, COUNTY will maintain or repair the same to the condition that existed at the time of execution of this

Lease Agreement.

- 15.9. In the case where it is the COUNTY's obligation to perform said maintenance and repairs, the COUNTY does not assume any liability for failure to perform maintenance and repairs as set forth in this section unless TENANT informs COUNTY in writing of the necessity of such maintenance and repairs. If damage occurs to the Premises due to TENANT'S failure to report any such necessary maintenance work, TENANT shall be billed as Additional Rent for repair of the damaged area in addition to the maintenance work, which is TENANT's responsibility.

16. MAIL SERVICE

In the event that TENANT desires to have mail delivered to the business address at PCGC, TENANT shall provide a mail receptacle of the size and design approved by the US Postal Service and shall place said receptacle in the location required by postal regulations and/or as directed by COUNTY.

17. STATUS OF EMPLOYEES

All persons performing services for TENANT on or in the Premises shall be solely employees or contractors of TENANT and not employees of COUNTY, except those persons expressly and directly employed by COUNTY.

18. POSSESSORY INTEREST TAXES

TENANT'S interest in this Lease Agreement may be subject to taxation as a possessory interest in publicly owned property as described in California Revenue and Taxation Code Section 107.6, a copy of which is attached as Exhibit E. For every year that this Lease Agreement is in effect on January 1, TENANT may be required to pay possessory interest taxes on or before August 31 of that same year. Failure of TENANT to pay any such taxes shall constitute a material breach of this Lease Agreement.

19. INSURANCE COVERAGE

- 19.1. TENANT shall, at its sole expense, acquire and keep in full force and effect during the entire Term of this Lease Agreement and any extensions or renewals thereof the forms of insurance specified in Exhibit D.
- 19.2. Should the COUNTY determine that additional insurance is necessary to provide adequate coverage, COUNTY may, at any time, require TENANT to replace their current policy with a policy consistent with the requirements provided to TENANT pursuant to written notification. Such notice shall be provided to TENANT not less than sixty (60) days prior to the date of such required changes to coverage.
- 19.3. Both PARTIES agree to waive any rights of subrogation which they or their insurer may have against the other, provided such waiver of subrogation can be accomplished without prejudice to the insured's rights and without extra expense, unless any such extra expense is paid by the other PARTY.
- 19.4. Failure to comply with this section shall be considered a material default of this Lease Agreement.

20. ASBESTOS-CONTAINING MATERIALS

- 20.1. Asbestos-Containing Materials (ACM) may be present in building materials used to construct the Premises. COUNTY has performed a survey of PCGC buildings in an attempt to identify materials that may contain asbestos. Exhibit F, which is attached hereto and incorporated by reference, outlines the findings and cautionary statements resultant of the asbestos survey.
- 20.2. In case any action or proceeding is brought against TENANT or COUNTY in regard to an abatement of ACM or injury or damage from ACM which is caused by TENANT'S use or occupancy of the Premises and/or PCGC, COUNTY reserves the right, at its sole discretion, to give TENANT a thirty (30) day written Notice of Termination. TENANT shall indemnify COUNTY for all damages and actual costs incurred by COUNTY including, but not limited to, staff time, expenses, attorney fees, litigation costs, or any expense sustained by COUNTY as a result of such action or proceeding.

21. CASp DISCLOSURE INFORMATION

- 21.1. TENANT hereby acknowledges receipt, at least forty-eight hours prior to execution of this Lease Agreement, of an excerpt of COUNTY's Draft ADA Survey Report ("Report Excerpt") prepared by a certified access specialist (CASp), attached hereto as Exhibit H. The Report Excerpt contains information relevant to the Access Area's compliance with construction-related accessibility standards ("Accessibility Standards"). TENANT acknowledges and agrees that the Report Excerpt is provided for the sole purpose of complying with CASp inspection report disclosure requirements under State law, and the Report Excerpt shall not be deemed or construed as a representation or warranty under this Lease Agreement and may not be relied upon as a representation of current or future compliance with the Accessibility Standards. TENANT further covenants and agrees to keep the Report Excerpt strictly confidential and shall not disclose anything contained therein to any other parties without the express written consent of COUNTY. COUNTY shall not withhold consent if disclosure is necessary for TENANT to complete repairs and corrections of violations of the Accessibility Standards that TENANT agrees to make.
- 21.2. COUNTY is currently preparing a schedule for repairs and modifications necessary to correct violations of the Accessibility Standards observed in County-owned real property throughout Placer County, as detailed in the Draft ADA Survey Report. If TENANT desires repairs or modifications to the Access Area before they are scheduled to be performed by COUNTY, TENANT shall be solely responsible for the performance and cost of said repairs or modifications, which shall be subject to Section 15 and Exhibit C Section 2.
- 21.3. "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

JK jh TENANT'S INITIALS
JK jh

22. NET LEASE

- 22.1. Except as otherwise expressly provided herein, it is the intent and purpose of COUNTY and TENANT that all rent payable to COUNTY herein shall be absolutely net to COUNTY so that this Lease Agreement shall yield to COUNTY the entire Rent and, when applicable, the entire Additional Rent, free of any charges, assessments, impositions or deductions of any kind or character which may be charged, assessed, or imposed on or against TENANT of the Premises and without abatement, deduction, hold-back or set-off by TENANT.
- 22.2. Unless otherwise provided herein, all costs, expenses, charges, assessments or obligations of any kind relating to the maintenance and operation of the Premises, including but not limited to payment of construction of facilities, buildings and other improvements thereupon; payment of alterations, repairs, reconstruction and replacements as hereinafter provided which may arise or become due during the term hereof, shall be paid by TENANT. TENANT shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees, from any and all liens, collections, or court judgments relating to TENANT's payment obligations as described herein.

23. DAMAGE OR DESTRUCTION

- 23.1. If the Premises or the portion of the building in which the Premises is located is damaged by fire, earthquake, act of God, or the elements of other casualty, COUNTY shall diligently take steps to restore and repair the Premises and the building to substantially the same condition they were in prior to such damage. Said restoration or repair shall not commence until COUNTY has successfully concluded insurance claim procedures. If COUNTY determines that repairs can be made and said repairs do not fall under any of the provisions of Section 23.3, this Lease Agreement shall remain in full force and effect. Provided that such damage is not the result of the negligence or willful misconduct of TENANT or TENANT's agents, employees, contractors, licensees or invitees, the Monthly Rent shall be reduced to the extent TENANT's Use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs. Monthly Rent reduction will be based on the ratio of the damaged square footage to the total square footage area of the Premises. COUNTY shall bear the costs and expenses of repairing and restoring the Premises, except that if such damage or destruction was caused by the act or omission of TENANT or any of its employees, agents, licensees, subtenants, or invitees, in which case TENANT shall bear the cost of all repairs.

- 23.2. If COUNTY determines that the damage is the result of the negligence or willful misconduct of TENANT or TENANT's agents, employees, contractors, licensees or invitees, COUNTY may elect to terminate this Lease Agreement as of the date of the casualty, subject to Sections 6, 7, 26 and 27.
- 23.3. COUNTY's obligations pursuant to this section are subject to the following: (a) COUNTY shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration, or (b) if COUNTY is obligated to repair and restore the Premises as provided in Section 23.1, COUNTY shall not be required to repair or restore or replace any of improvements or alterations made by TENANT to the Premises or any trade fixtures, furnishings, equipment or personal property belonging to TENANT. It shall be TENANT's sole responsibility and cost to repair and restore all such items, subject to compliance with Exhibit C Section 2.
- 23.4. Right to Terminate. Notwithstanding anything to the contrary contained herein, (a) if there is a destruction of the building containing the Premises that exceeds twenty-five percent (25%) of the replacement value of the building from any risk, whether or not the Premises is damaged or destroyed, or (b) if COUNTY reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if COUNTY reasonably believes that there will be less than two (2) years remaining in the Term upon the substantial completion of such repairs and restoration, COUNTY shall have the right, at its sole option, to terminate this Lease Agreement by giving written notice of termination to TENANT within sixty (60) days after the occurrence of such damage. Such termination shall be subject to Sections 6, 7, 27, and Exhibit C Landlord Provisions, Section 7.

24. INSPECTION

- 24.1. COUNTY shall have the right to inspect the Premises during regular business hours at any reasonable time. In the event of fire, breach of security or other imminent catastrophe, COUNTY or its agents shall have the right, without liability, to use any reasonable means to obtain entry to the Premises, including, if necessary, forced entry. Any entry to the Premises obtained by COUNTY in such emergency shall not be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or an eviction of TENANT from the Premises or any portion thereof except in the case of proof of COUNTY's failure to exercise due care for TENANT's property.

25. HOLDOVER

If TENANT remains in possession of the Premises following the expiration or termination of this Lease Agreement, such holding over shall not be deemed to constitute an extension or renewal of this Lease Agreement, but shall merely create a tenancy from month to month, which either PARTY hereto may terminate upon thirty (30) days advance written notice to the other. Such termination shall be subject to Exhibit C Landlord Provisions, Section 7 Surrender. In the event of such holding over, all terms, promises, conditions and covenants in this Lease Agreement shall remain in full force and effect. COUNTY retains the sole discretion and option to increase the

Monthly Rent in effect at the time of expiration or termination of this Lease Agreement to an amount that is one hundred and fifty percent (150%) of that Monthly Rent.

26. DEFAULT AND REMEDIES

26.1. Events of Default. The occurrence of any one or more of the following shall constitute a default and breach of this Lease Agreement by TENANT:

- 26.1.1. If TENANT fails to pay any Monthly Rent and/or Additional Rent payment or any other charges required to be paid by TENANT under this Lease Agreement; or
- 26.1.2. If TENANT fails to promptly and fully perform any other covenant, condition or term contained in this Lease Agreement; or
- 26.1.3. If TENANT abandons or vacates the Premises; or
- 26.1.4. If a writ of attachment or execution is levied on this Lease Agreement or on any of TENANT's property; or
- 26.1.5. If TENANT files a voluntary petition for relief or if a petition against TENANT in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of TENANT or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or
- 26.1.6. If in any proceeding or action in which TENANT is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or TENANT's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or TENANT's property; or
- 26.1.7. If TENANT is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in Sections 26.1.4 through 26.1.6 above.

26.2. Remedies. In the event of TENANT's default or breach of any covenant, obligation or term of this Lease Agreement and upon expiration of all required written notices identified in this Lease Agreement or as required in state law or county code, COUNTY has the right hereunder, in addition to any other rights or remedies COUNTY may have under any law, to exercise any of the following remedies:

- 26.2.1. Terminate this Lease Agreement and TENANT's right to possession of the Premises and re-enter the Premises and take possession thereof, and TENANT shall have no further claim to the Premises or under this Lease Agreement; or

- 26.2.2. Continue this Lease Agreement in effect, re-enter and occupy the Premises for the account of TENANT, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- 26.2.3. Re-enter the Premises under the provisions of Section 26.2.2. and thereafter elect to terminate this Lease Agreement and TENANT's right to possession of the Premises.

If COUNTY re-enters the Premises under the provisions of Sections 26.2.1 or 26.2.2. above, COUNTY shall not be deemed to have terminated this Lease Agreement or the obligation of TENANT to pay any Monthly Rent or Additional Rent or other charges thereafter accruing, unless COUNTY notifies TENANT in writing of COUNTY's election to terminate this Lease Agreement. In the event of any re-entry or retaking of possession by COUNTY, COUNTY shall have the right, but not the obligation, to remove all or any part of TENANT's property in the Premises and to place such property in storage at a COUNTY or public warehouse at the expense and risk of TENANT. If COUNTY elects to relet the Premises for the account of TENANT, the rent received by COUNTY from such reletting shall be applied as follows: 1) to the payment of any indebtedness other than Monthly Rent due hereunder from TENANT to COUNTY; 2) to the payment of any costs of such reletting; 3) to the payment of the cost of any alterations or repairs to the Premises; 4) to the payment of Monthly Rent or Additional Rent due and unpaid hereunder; and 5) the balance, if any, shall be held by COUNTY and applied in payment for future Monthly Rent as it becomes due. If that portion of Monthly Rent received from the reletting which is applied against the Monthly Rent due hereunder is less than the amount of the Monthly Rent due, TENANT shall pay the deficiency to COUNTY promptly upon demand by COUNTY. Such deficiency shall be calculated and paid monthly. TENANT shall also pay to COUNTY as soon as determined, any costs and expenses incurred by COUNTY in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should COUNTY elect to terminate this Lease Agreement under the provisions of Sections 26.2.1 or 26.2.3. above, COUNTY may recover as damages from TENANT the following:

- 26.2.3.1. Past Rent. The worth at the time of the award of any unpaid Monthly Rent and Additional Rent which had been earned at the time of terminations; plus
- 26.2.3.2. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that TENANT proves could have been reasonably avoided; plus

26.2.3.3. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that TENANT proves could be reasonably avoided; plus

26.2.3.4. Proximately Caused Damages. Any other amount necessary to compensate COUNTY for all detriment proximately caused by TENANT's failure to perform its obligations under this Lease Agreement or which in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses (including attorneys' fees), incurred by COUNTY in (a) retaking possession of the Premises, (b) maintaining the Premises after TENANT's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises.

The "worth at the time of the award" as used in Sections 26.2.3.1 and 26.2.3.2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in Section 26.2.3.3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

26.2.4. Enforce any claim COUNTY may have against TENANT for anticipatory breach of this Lease Agreement.

26.3. COUNTY's Right to Cure. COUNTY's right to cure does not waive, expressly or impliedly, its right to enforce any and all provisions of this Lease Agreement.

26.4. COUNTY's Lien. In addition to any statutory lien granted by applicable law, COUNTY shall have a lien upon, and TENANT hereby grants to COUNTY a security interest in, all personal property of TENANT now or hereafter located in the Premises as security for the payment of all rent and the performance of all other monetary obligations of TENANT required by this Lease Agreement. In order to perfect and enforce said lien and security interest, TENANT agrees to execute all required financing statements. At any time after an Event of Default by TENANT hereunder, TENANT may not remove and, without further notice to TENANT, COUNTY may enter the Premises and seize and take possession of any and all personal property belonging to TENANT which may be found in and upon the Premises. If TENANT fails to redeem the personal property so seized by payment of all sums due COUNTY under and by virtue of this Lease Agreement, COUNTY shall have the right, after ten (10) days, written notice to TENANT, to sell such personal property so seized at public or private sale and upon such terms and conditions as may appear advantageous to COUNTY. COUNTY may be the purchaser at any such sale. After the payment of all proper

charges incident to such sale, the proceeds thereof shall be applied to the payment of any and all sums due to COUNTY pursuant to this Lease Agreement. In the event there shall be any surplus remaining after the payment of any and all sums due to COUNTY pursuant to this Lease Agreement, such surplus shall be paid over to TENANT.

26.5. COUNTY's Rights are Cumulative. All rights and remedies of COUNTY as set forth in this Lease Agreement are in addition to all other rights and remedies available to COUNTY at law or in equity. All rights and remedies available to COUNTY hereunder or at law or in equity are expressly declared to be cumulative. The exercise by COUNTY of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.

26.6. No Waiver by COUNTY.

26.6.1. A delay by COUNTY in the enforcement or exercise of any right or remedy shall not constitute a waiver of any default by TENANT hereunder or of any of COUNTY's rights or remedies in connection therewith.

26.6.2. If COUNTY institutes proceedings against TENANT and a compromise or settlement thereof is made, the same shall not constitute a waiver of the same or any other covenant, condition or obligation set forth herein or of any of COUNTY's rights hereunder.

26.6.3. Neither the payment by TENANT of a lesser amount than the rent due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent shall be deemed an accord and satisfaction or a waiver of any of COUNTY's remedies set forth in this Lease Agreement and as authorized by state law.

26.6.4. Acceptance by COUNTY of partial Monthly Rent or Additional Rent payments does not waive COUNTY's right to possession of the Premises and rights to seek recovery of all outstanding, unpaid Monthly Rent and/or Additional Rent.

27. NOTICES

All notices required or authorized by this Lease Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving PARTY. Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

If to COUNTY:

ATTN: Property Manager
Department of Facilities Management

Mailing Address:
11476 C Avenue
Auburn, CA 95603
Phone: (530) 886-4900
Fax: (530) 889-6857

Physical Address:
2855 Second Street
Auburn, CA 95603

If to TENANT:

Foothill Center for Spiritual Living
2945 First Street
Auburn, CA 95603
Phone: (530) 823-6986
Fax: (530) 887-9710


28. MISCELLANEOUS

- 28.1. Rules and Regulations. TENANT expressly agrees to comply with all Rules and Regulations as set forth in Exhibit G and as may be amended or supplemented by the COUNTY from time to time. COUNTY reserves the right to amend or supplement at any time said Rules and Regulations. In this event, COUNTY shall provide TENANT thirty (30) days written notice of the effective date of any such amendments and/or supplements and include with said Notice an updated copy of the Rules and Regulations. Failure to comply with said Rules and Regulations shall constitute a material breach of this Lease Agreement.
- 28.2. Defined Terms. COUNTY and TENANT agree that all provisions in this Lease Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
- 28.3. Joint and Several Liability. This Lease Agreement is between COUNTY and each named TENANT, individually and severally. The named TENANTS are jointly and severally responsible and liable for the performance of all the terms, covenants and conditions contained in this Lease Agreement, including all Exhibits attached hereto.
- 28.4. The PARTIES consider each and every term, covenant and provision of this Lease Agreement to be material and reasonable.
- 28.5. Exhibits. The Exhibits listed in both the Basic Lease Information and in this Lease Agreement are hereby incorporated herein as if set forth in full.
- 28.6. Termination of Lease Agreement No. PCGC 17-001.
- 28.6.1. PARTIES agree that the Lease Agreement PCGC 17-001 shall be terminated upon approval of this Lease Agreement by both PARTIES.

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IN WITNESS WHEREOF, the PARTIES have duly executed this Lease Agreement, as to the date of execution by the COUNTY.

COUNTY OF PLACER

By:  Date: Jul 21, 2021
Steve Newsom, Director
Department of Facilities Management

TENANT: FOOTHILL CENTER FOR SPIRITUAL LIVING

By: *Janice Kehoe* Date: Jul 20, 2021
Janice Kehoe (Jul 20, 2021 13:57 PDT)
Janice Kehoe, Vice President

By: *Joy Hemp* Date: Jul 20, 2021
Joy Hemp (Jul 20, 2021 09:45 PDT)
Joy Hemp, Treasurer

APPROVED AS TO FORM: COUNTY COUNSEL

By: *Robert Sandman* Date: Jul 21, 2021
Robert Sandman (Jul 21, 2021 15:21 PDT)

PREMISES
Building 118



EXHIBIT B GENERAL PROVISIONS

Wherever the term "SECOND PARTY" is used herein, it shall have the same meaning as "TENANT" or "LICENSEE" in the Agreement to which this exhibit is attached.

1. ENTIRE AGREEMENT.

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the PARTIES hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

2. AMENDMENTS.

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all PARTIES.

3. FURTHER ASSURANCES.

From time to time, either PARTY, at the request of the other PARTY, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting PARTY may reasonably require to complete more effectively the transactions contemplated by this Agreement.

4. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this Agreement.

5. SUCCESSORS IN INTEREST.

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the PARTIES hereto.

6. STATUS OF EMPLOYEES.

All persons performing services for SECOND PARTY in the Premises or Use Area shall be solely employees or contractors of SECOND PARTY and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, SECOND PARTY is not an agent of COUNTY.

7. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

EXHIBIT B

GENERAL PROVISIONS

8. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

9. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

10. SEVERABILITY.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. WAIVER.

The failure of any PARTY to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said PARTY may have, and shall not be deemed a waiver of said PARTY's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

12. FORCE MAJEURE.

If any PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13. LEGAL JURISDICTION.

The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

14. AUTHORITY OF DIRECTOR.

The Director of the Department of Facilities Management, or designee, shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

EXHIBIT B
GENERAL PROVISIONS

15. AUTHORITY OF EXECUTION.

Each person executing this Agreement on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

EXHIBIT C

LANDLORD PROVISIONS

1. COMPLIANCE WITH LAWS.

The TENANT agrees not to use or permit the use of the Use Area in any illegal manner or conduct any activity in or around the Use Area in violation of federal, state, or local laws, rules, or regulations.

2. IMPROVEMENTS AND ALTERATIONS.

Any improvements and/or alterations to the Use Area will require prior review and approval by COUNTY, which may be withheld for any reason. The TENANT shall comply with all local, state and federal laws, rules, and regulations, including, but not limited to, obtaining appropriate permits and agency approvals, and shall have sole responsibility for the payment of fees as required for such permits or approvals. Any improvements and/or alterations by the TENANT shall be in compliance with the Americans with Disabilities Act of 1990.

3. AMERICANS WITH DISABILITIES ACT

The TENANT acknowledges that it is aware of the provisions and requirements of the Americans with Disabilities Act (ADA) of 1990 and is hereby notified that the Use Area may not comply with all of the provisions of the ADA. By execution of this Agreement, TENANT acknowledges and agrees that it is TENANT's sole responsibility to determine the suitability of the Use Area for its intended use. TENANT's compliance with ADA guidelines shall apply to TENANT's use of the Use Area, to any signage associated with TENANT's use of the Use Area, and to any improvements and/or alterations to the Use Area made by TENANT. In case any claim, action, or proceeding is brought against TENANT or COUNTY in regard to compliance with the ADA, which is caused in whole or in part by TENANT, its agents, employees, contractors, clients, or invitees, TENANT shall defend, indemnify and hold COUNTY harmless, as provided for in the Indemnification and Hold Harmless Section of this Agreement.

In case any action or proceeding is brought against TENANT or COUNTY in regard to compliance with ADA which is caused by TENANT's use, COUNTY reserves the right, at its sole discretion, to give TENANT a fifteen (15) day written Notice of Termination. TENANT shall indemnify COUNTY for all damages and actual costs incurred by COUNTY, including, but not limited to, staff time, attorney fees, litigation costs, or any other expenses sustained by COUNTY as a result of such action or proceedings.

4. HAZARDOUS MATERIALS.

TENANT shall not bring, keep, use, generate, or dispose of on the Use Area any substance, material, and/or waste that is or becomes regulated or classified as hazardous or toxic under any federal, state, or local laws or regulations. The hold harmless and indemnification provisions set forth below apply to any claims, losses, and/or liabilities associated with any such hazardous or toxic substance, material, and/or waste.

5. WASTE.

The TENANT shall not commit, or cause to be committed, any waste upon the Use Area, or any nuisance or other act or thing which may disturb the quiet enjoyment of any persons near the Use Area.

EXHIBIT C LANDLORD PROVISIONS

6. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, or, if a tenant, sublet the Premises, without the prior written consent of COUNTY, which may be withheld for any reason.

7. SURRENDER.

Upon expiration or termination of this Agreement, TENANT agrees to remove all personal property and to surrender the Use Area as they/it existed at the commencement of the Term of this Agreement, except for reasonable wear and tear caused by the ordinary operation of TENANT's use of the Use Area.

8. FREE FROM LIENS.

The TENANT shall keep the Use Area free from any liens arising out of any work performed, material furnished, or obligation incurred by the TENANT.

9. ATTORNMEN

The TENANT shall attorn to any party succeeding to COUNTY's interest in the Use Area and recognize that party as the landlord/licensor under this Agreement, provided such party acquires and accepts the Use Area subject to the terms, conditions and covenants of this Agreement.

10. SUBORDINATION.

This Agreement, at COUNTY's option, shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Use Area, and to the lien of any mortgages or deeds of trust in any amount now or hereafter placed on or against the Use Area, or on or against COUNTY's interest or estate therein, or on or against any ground or underlying lease, without the necessity of the execution and delivery of any further instruments by the TENANT to effectuate such subordination.

11. ESTOPPEL.

Within thirty (30) days after the TENANT's receipt of a written request from COUNTY, the TENANT shall execute and deliver to COUNTY or COUNTY's designee, a written statement: (1) certifying this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledge that there are not, to the TENANT's knowledge, any uncured defaults on the part of COUNTY hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser, assignee, or encumbrancer of the Premises. The TENANT's failure to deliver such Estoppel Certificate within said thirty (30) day time period shall result in a conclusive presumption that: (1) this Agreement is in full force and effect, without modification except as may be represented by COUNTY, provided COUNTY delivers written proof of said modification, (2) there are no uncured defaults in COUNTY's performance, (3) not more than one month's rent has been paid in advance, and (4) the TENANT has no right of offset, counter-claim or deduction against rent.

EXHIBIT C

LANDLORD PROVISIONS

12. CONDEMNATION.

Condemnation, or transfer in lieu thereof, of all or a portion of the Use Area, rendering the same unfit for the purpose for which leased/licensed, shall cause this Agreement to cease and determine upon the date when the TENANT shall be actually required to yield possession of the Use Area to the condemning authority, and all liabilities of the TENANT accruing subsequent to such date shall cease. The TENANT hereby assigns to COUNTY its rights to any and all damages for property taken by condemnation, or transferred in lieu thereof, and all such damages shall be payable to COUNTY.

13. INDEMNIFICATION AND HOLD HARMLESS.

The TENANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The TENANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TENANT. The TENANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the TENANT or the COUNTY or to enlarge in any way the TENANT's liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from the TENANT's performance pursuant to this Agreement. As used in this section, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

14. EMERGENCY CONTACT FORM.

Upon execution of this Agreement, TENANT shall complete and return to COUNTY the standard County Emergency Contact Form. TENANT shall update the information as necessary.

INSURANCE REQUIREMENTS

- I. TENANT shall file with COUNTY concurrently with the execution of the Lease Agreement a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII, showing:

A. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

1. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
2. If there is an exposure of injury to TENANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
3. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - a. Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."
 - b. TENANT shall require all CONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation insurance shall be filed forthwith with COUNTY upon demand.
 - c. Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by TENANT.

- B. **PROPERTY INSURANCE:** TENANT shall procure and maintain full replacement cost with no coinsurance penalty provision.

C. **GENERAL LIABILITY INSURANCE:**

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of TENANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Fire Damage Legal Liability Insurance to protect against any liability incidental to the use of the Premises or resulting from any accident occurring in or about the

EXHIBIT D

Premises. TENANT shall also provide All Risk Property Insurance for any tenant improvements installed by TENANT. Such coverage shall be an amount equal to the value of the tenant improvements.

- b. Contractual liability insuring the obligations assumed by TENANT in this Agreement.

2. One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

- i. If TENANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- (1) One million dollars (\$1,000,000) each occurrence
- (2) Two million dollars (\$2,000,000) aggregate

- ii. If TENANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- iii. Special Claims Made Policy Form Provisions:

TENANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (b) Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by TENANT shall contain language providing coverage up to one (1) year following the expiration of the term in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

EXHIBIT D

3. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:
 - a. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of ownership, maintenance or use of the premises leased to TENANT."
 - b. "The insurance provided by named insured, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
 - c. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

II. ADDITIONAL REQUIREMENTS:

- A. Premium Payments - The insurance companies shall have no recourse against COUNTY and funding agencies, or their respective officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- B. Policy Deductibles - TENANT shall be responsible for all deductibles in all of TENANT's insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to COUNTY's approval.
- C. TENANT's Obligations - TENANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- D. Verification of Coverage - TENANT shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this exhibit. All certificates and endorsements are to be received and approved by COUNTY before occupancy commences. However, failure to obtain the required documents prior to occupancy shall not waive TENANT's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Material Breach - Failure of TENANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this exhibit, shall constitute a material breach of the entire agreement.

State of California

REVENUE AND TAXATION CODE

Section 107.6

107.6. (a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

(Amended by Stats. 1996, Ch. 1087, Sec. 14. Effective January 1, 1997.)

Note: *This excerpt is provided for reference only and is subject to legislative amendments. It shall be TENANT's sole responsibility to review any updates to this code, which is available at <http://www.leginfo.legislature.ca.gov>*

ASBESTOS SURVEY RESULTS

PREMISES/BUILDING ADDRESS: Building 118, 2945 First Street , Auburn CA, 95603

This notice contains information specific to Asbestos-Containing Materials within the PCGC. As required by the California Health and Safety Code, Division 20, Chapter 10.4, Section 25915, this information must be provided to all building occupants. Please post copies of this notice conspicuously within each building that you occupy.

Asbestos has been identified in many building materials at the PCGC. If left undisturbed, these materials pose no threat to the health of building occupants. In order to minimize the potential for exposure to asbestos fibers, the following guidelines should be adhered to:

1. Do not disturb any building materials without prior written permission from the Department of Facilities Management.
2. Do not access either the crawlspace beneath buildings or the attic space above the ceilings. Access to these areas is restricted to the Department of Facilities Management only. TENANT and TENANT service contractors are not permitted to access these areas without prior written permission from the Department of Facilities Management.

DO NOT MECHANICALLY SAND, SCRAPE, DRILL OR OTHERWISE DISTURB BUILDING MATERIALS.

The Department of Facilities Management records show the following materials located in Building 118 in the amounts noted:

1. Pipe Insulation on the elbow(s) in the loft above the classroom.

Complete survey results are available for review upon request. If you have questions about asbestos in your building, please contact the Department of Facilities Management, (530) 886-4900.

The above noted materials are known to exist based on sampling performed by the Department of Facilities Management. The COUNTY does not warranty that no other asbestos containing materials exist in the Premises. Any construction work in the facility is subject to review and approval by the Department of Facilities Management.

We, the undersigned, have read and understand the contents of this document, entitled "Asbestos Survey Results"

TENANT: Foothill Center for Spiritual Living

BY: *Janice Kehoe*
Janice Kehoe (Jul 20, 2021 13:57 PDT)
 Janice Kehoe, Vice President

DATE: Jul 20, 2021

BY: *Joy Kemp*
Joy Kemp (Jul 20, 2021 09:45 PDT)
 Joy Kemp, Treasurer

DATE: Jul 20, 2021

RULES AND REGULATIONS

1. TENANT shall complete an Emergency Information Form upon execution of their Lease Agreement and shall update the information on said form as necessary or on an annual basis. Information shall include TENANT Information and Emergency Notification.
2. PCGC is a smoke-free campus effective September 27, 2018 with the adoption of Ordinance No. 5922-B (Article 8.12 of Chapter 8 of the Placer County Code). Smoking is only permitted in the interim smoking area on Richardson Drive until June 2021.

“Smoking” is defined to mean the inhaling, exhaling, or burning any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device or any plant product intended for human inhalation, whether the item is natural or synthetic and whether or not it contains nicotine. This includes e-cigarettes.
3. TENANT shall submit a detailed list of any Hazardous Materials used or stored in the Premises. The list shall include the name, quantity, usage and storage of the Hazardous Material(s). The list shall be updated annually and kept current by the TENANT for the duration of the Lease Agreement. TENANT shall use, keep, store and/or dispose of such Hazardous Materials in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the TENANT's possessions or used by them for any purpose other than for ingress and egress from their respective Premises.
5. All loading and unloading of goods and removal of refuse shall be performed only at times, in the areas and through the entrances designated by the County of Placer, Department of Facilities Management. The delivery or shipping of merchandise, supplies and fixtures shall be subject to COUNTY's reasonable rules and regulations.
6. TENANT shall perform fire extinguisher inspections and record keeping on a monthly basis. The date of the monthly inspection and the initials of the person performing the inspection shall be recorded on the fire extinguisher tag or label. This monthly inspection and record keeping shall be in accordance with the following guidelines as taken from the National Fire Protection Association (NFPA) 10: Standard for Portable Fire Extinguishers.

“Inspection” is a “quick check” that an extinguisher is available and will operate. It is intended to give reasonable assurance that the extinguisher is fully charged and operable. This is done by seeing that it is in its designated place, that it has not been actuated or tampered with, that the visual inspection seal is intact, and that there is no obvious physical damage or condition to prevent operation. The value of an inspection lies in the frequency, regularity, and thoroughness with which it is conducted. The frequency will vary from hourly to monthly, based on the needs of the situation. Inspections should always be conducted when extinguishers are initially placed in service and thereafter at approximately 30 day intervals.

Each extinguisher shall have a tag or label securely attached that indicates the month and year the maintenance was performed and shall identify the person performing the service. The same record tag or label shall indicate if recharging was also performed. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. In addition to the required tag or label, a permanent file record should be kept for each extinguisher. This file record should include the maintenance date and the name of person or agency performing the maintenance; the date when last recharged and the name of person or agency performing the hydrostatic test; and description of dents remaining after a hydrostatic test.

COUNTY will maintain a permanent file record for each extinguisher, in addition to the required tag or label. This file record includes the maintenance date and the name of person or agency performing the maintenance; the date when last recharged and the name of person or agency performing the hydrostatic test; and description of dents remaining after a hydrostatic test.

7. COUNTY reserves the right to exclude or expel from the Premises any person who, in the judgment of COUNTY, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Premises.
8. TENANT and TENANT's officers, agents and employees shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
9. TENANT and TENANT's officers, agents and employees shall observe all security regulations/instructions issued by COUNTY or any security procedures of COUNTY.
10. TENANT shall not use the public areas outside the Premises for their own private use. These areas shall be reserved for use by the public.
11. COUNTY reserves the right to adopt and enforce rules and regulations applicable to the Premises and to the PCGC, and, from time to time, to amend or supplement such rules and regulations. In the event of any conflict between these or any modified rules and regulations and the Lease Agreement, the terms and provisions of the Lease Agreement shall prevail.

EXHIBIT H EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102466	Path of Travel	1st Floor	Hallway to Restrooms Across from Book Shop	Interior Corridor	Walking Surface Slope	There are slopes greater than allowed maximum slope on the primary path of travel.
102505	Path of Travel	Exterior	Walkway from B Avenue to Main Entrance	Change in Level	Change in Level	There is a change in elevation greater than recommended value.
102506	Path of Travel	Exterior	Walkway from B Avenue to Main Entrance	Change in Level	Change in Level	There is a change in elevation greater than recommended value.
102555	Path of Travel	Exterior	Walkway from First Street to East Entrance	Tree Limb	Protruding Objects - Vertical Clearance	The vertical clearance height is less than required.
102563	Path of Travel	Exterior	Walkway from First Street to North Entrance	Exterior Walkway	Walking Surface Slope	There are slopes greater than allowed maximum slope on the primary path of travel.
102544	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Left Handrail	Handrail Extension not Parallel	The handrail extension is not parallel to the floor or ground surface.
102543	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Left Handrail	Handrail Extension	The ends of the handrails end abruptly.
102545	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Right Handrail	Handrail Extension	The ends of the handrails end abruptly.
102546	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Right Handrail	Handrail Extension not Parallel	The handrail extension is not parallel to the floor or ground surface.
102542	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Top Landing	Landing Slope	The slope of the landing is greater than required.
102541	Ramps	Exterior	Ramp to West Entrance Next to Restrooms	Run 1 Top Landing	Top Landing Length	The length of the top landing does not meet the required minimum length.
102445	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1	Risers Height	The risers on the stairway are not a compliant height.
102446	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1	No Riser Striping	There is no detectable striping on the stairways.
102443	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1	Stair Run Width	The width of the stairway does not meet the minimum required width.
102444	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1	No Handrail on One Side	There is no handrail provided on one side of the stairway.
102451	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1 Intermediate Landing	No Landing Upper Approach Stripe	There is no detectable striping on the stairways.
102449	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1 Right Handrail	No Bottom Handrail Extension	There are no bottom handrail extensions provided.
102448	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1 Right Handrail	No Top Handrail Extension	There are no top handrail extensions provided on the stairway.
102450	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1 Right Handrail	Handrail Height	The handrails are not mounted at the required height.
102447	Stairs	1st Floor	Stairs Next to Main Entrance	Run 1 Right Handrail	Handrail Interrupted	The gripping surface of the handrail is interrupted.
102453	Stairs	1st Floor	Stairs Next to Main Entrance	Run 2	Stair Run Width	The width of the stairway does not meet the minimum required width.
102452	Stairs	1st Floor	Stairs Next to Main Entrance	Run 2	No Handrails	There are no handrails provided on the stairway.

EXHIBIT H EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102455	Stairs	1st Floor	Stairs Next to Main Entrance	Run 2	No Riser Striping	There is no detectable striping on the stairways.
102454	Stairs	1st Floor	Stairs Next to Main Entrance	Run 2	Risers Height	The risers on the stairway are not a compliant height.
102456	Stairs	1st Floor	Stairs Next to Main Entrance	Run 2 Floor Level Landing	No Landing Upper Approach Stripe	There is no detectable striping on the stairways.
102442	Stairs	1st Floor	Stairs Next to Main Entrance			Stairway is marked as primary access. There is no other means of vertical access.
102487	Stairs	1st Floor	Stairs to Meditation Room	Run 1	No Riser Striping	There is no detectable striping on the stairways.
102496	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Intermediate Landing	No Landing Upper Approach Stripe	There is no detectable striping on the stairways.
102495	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Left Handrail	Handrail Height	The handrails are not mounted at the required height.
102491	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Left Handrail	Handrail Near Wall	The surface texture of the wall adjacent to the handrail is sharp and abrasive.
102494	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Left Handrail	Handrail Extension Length	The handrail extension is not the required length.
102493	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Left Handrail	Handrail Extension not Parallel	The handrail extension is not parallel with the floor surface at the bottom landing.
102492	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Left Handrail	Handrail Extension not Parallel	The top handrail extension of the stairway is not parallel with the floor surface at the top landing.
102490	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Right Handrail	Handrail Height	The handrails are not mounted at the required height.
102489	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Right Handrail	No Bottom Handrail Extension	There are no bottom handrail extensions provided.
102488	Stairs	1st Floor	Stairs to Meditation Room	Run 1 Right Handrail	No Top Handrail Extension	There are no top handrail extensions provided on the stairway.
102497	Stairs	1st Floor	Stairs to Meditation Room	Run 2	Stair Run Width	The width of the stairway does not meet the minimum required width.
102498	Stairs	1st Floor	Stairs to Meditation Room	Run 2	No Riser Striping	There is no detectable striping on the stairways.
102504	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Floor Level Landing	No Landing Upper Approach Stripe	There is no detectable striping on the stairways.
102500	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Left Handrail	Handrail Height	The handrails are not mounted at the required height.
102499	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Left Handrail	No Top Handrail Extension	There are no top handrail extensions provided on the stairway.
102501	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Right Handrail	No Top Handrail Extension	There are no top handrail extensions provided on the stairway.
102502	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Right Handrail	No Bottom Handrail Extension	There are no bottom handrail extensions provided.
102503	Stairs	1st Floor	Stairs to Meditation Room	Run 2 Right Handrail	Handrail Height	The handrails are not mounted at the required height.
102486	Stairs	1st Floor	Stairs to Meditation Room			Stairway is marked as primary access. There is no other means of vertical access.
102551	Stairs	1st Floor	Stairs to the Stage	Run 1	Risers Height	The risers on the stairway are not a compliant height.
102549	Stairs	1st Floor	Stairs to the Stage	Run 1	No Handrails	There are no handrails provided on the stairway.

EXHIBIT H EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102553	Stairs	1st Floor	Stairs to the Stage	Run 1	No Riser Striping	There is no detectable striping on the stairways.
102550	Stairs	1st Floor	Stairs to the Stage	Run 1	Riser Uniform Tread Depth	The treads do not have a compliant depth.
102552	Stairs	1st Floor	Stairs to the Stage	Run 1	Risers Height	The height of the risers are not uniform.
102548	Stairs	1st Floor	Stairs to the Stage			Stairway is marked as primary access. There is no other means of vertical access.
102509	Doors	1st Floor	AV Booth	Pull Side	Front Approach Clear Floor Space Width	There is not enough clear floor space provided at the pull side of the door.
102508	Doors	1st Floor	AV Booth	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102507	Doors	1st Floor	AV Booth	Push / Pull	Height	Door hardware is not mounted at the correct height.
102441	Doors	1st Floor	Book Shop	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102440	Doors	1st Floor	Book Shop	Push / Pull	Height	Door hardware is not mounted at the correct height.
102438	Doors	1st Floor	Book Shop		Door Opening Width	The clear opening width of the door is less than required.
102412	Doors	1st Floor	Business Office Next to East Entrance	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102413	Doors	1st Floor	Business Office Next to East Entrance	Pull Side	Floor Mat	An unstable floor mat is provided at the door landing.
102411	Doors	1st Floor	Business Office Next to East Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102409	Doors	1st Floor	Business Office Next to East Entrance		Door Opening Width	The clear opening width of the door is less than required.
102465	Doors	1st Floor	Business Office Next to North Entrance	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102464	Doors	1st Floor	Business Office Next to North Entrance	Single Knob	Height	Door hardware is not mounted at the correct height.
102463	Doors	1st Floor	Business Office Next to North Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102461	Doors	1st Floor	Business Office Next to North Entrance		Door Opening Width	The clear opening width of the door is less than required.
102459	Doors	1st Floor	Doorway Next to Book Shop	Push / Pull	Door Hardware	Has a door stop.
102457	Doors	1st Floor	Doorway Next to Book Shop		Door Opening Width	The clear opening width of the door is less than required.
102635	Doors	1st Floor	Doorway Next to Play Room	Push Bar / Thumb Latch	Non-Accessible Hardware	The door opening hardware is not accessible.
102636	Doors	1st Floor	Doorway Next to Play Room	Push Bar / Thumb Latch	Door Hardware	Has a door stop.
102633	Doors	1st Floor	Doorway Next to Play Room		Door Opening Width	The clear opening width of the door is less than required.
102576	Doors	1st Floor	East Entrance		Door Threshold	The height of the threshold at the entrance door is greater than allowed.
102577	Doors	1st Floor	East Entrance	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102579	Doors	1st Floor	East Entrance	Pull Side	Floor Surface Slope	There is no level landing at this door.

EXHIBIT H EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102578	Doors	1st Floor	East Entrance	Push Side	Floor Mat	An unstable floor mat is provided at the door landing.
102575	Doors	1st Floor	East Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102573	Doors	1st Floor	East Entrance		Door Opening Width	The clear opening width of the door is less than required.
102473	Doors	1st Floor	Main Entrance		Door Threshold	The height of the threshold at the entrance door is greater than allowed for a vertical rise.
102475	Doors	1st Floor	Main Entrance	Pull Side	Floor Mat	An unstable floor mat is provided at the door landing.
102471	Doors	1st Floor	Main Entrance	Push Bar / Thumb Latch	Non-Accessible Hardware	The door opening hardware is not accessible.
102472	Doors	1st Floor	Main Entrance	Push Bar / Thumb Latch	Door Opening Pressure	The door opening force for this door is greater than allowed.
102474	Doors	1st Floor	Main Entrance	Push Side	Floor Mat	An unstable floor mat is provided at the door landing.
102470	Doors	1st Floor	Main Entrance		Door Opening Width	The clear opening width of the door is less than required.
102605	Doors	2nd Floor	Meditation Room	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102606	Doors	2nd Floor	Meditation Room	Pull Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the pull side of the door.
102604	Doors	2nd Floor	Meditation Room	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102602	Doors	2nd Floor	Meditation Room		Door Opening Width	The clear opening width of the door is less than required.
102415	Doors	1st Floor	Meditation Room Entrance Next to Book Shop	Push Bar / Thumb Latch	Non-Accessible Hardware	The door opening hardware is not accessible.
102417	Doors	1st Floor	Meditation Room Entrance Next to Book Shop	Push Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the push side of the door.
102416	Doors	1st Floor	Meditation Room Entrance Next to Book Shop	Push Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the push side of the door.
102517	Doors	1st Floor	Mens Restroom Next to West Entrance	Pull Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the pull side of the door.
102516	Doors	1st Floor	Mens Restroom Next to West Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102515	Doors	1st Floor	Mens Restroom Next to West Entrance		Door Opening Width	The clear opening width of the door is less than required.
102601	Doors	1st Floor	Ministers Office Next to East Entrance	Pull Side	Floor Mat	An unstable floor mat is provided at the door landing.
102600	Doors	1st Floor	Ministers Office Next to East Entrance	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.
102597	Doors	1st Floor	Ministers Office Next to East Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102599	Doors	1st Floor	Ministers Office Next to East Entrance	Single Knob	Door Lock	The door lock requires tight grasping, pinching, or twisting of the wrist to operate.

EXHIBIT H

EXCERPT OF DRAFT ADA SURVEY REPORT

Name Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603												
Records Number	Category	Location	Description	Sub Description	Item	Finding						
102598	Doors	1st Floor	Ministers Office Next to East Entrance	Single Knob	Height	Door hardware is not mounted at the correct height.						
102595	Doors	1st Floor	Ministers Office Next to East Entrance		Door Opening Width	The clear opening width of the door is less than required.						
102561	Doors	1st Floor	Ministers Office Next to Stage	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.						
102562	Doors	1st Floor	Ministers Office Next to Stage	Push Side	Front Approach Clear Floor Space Width	There is not enough clear floor space provided at the push side of the door.						
102558	Doors	1st Floor	Ministers Office Next to Stage	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.						
102560	Doors	1st Floor	Ministers Office Next to Stage	Single Knob	Door Lock	The door lock requires tight grasping, pinching, or twisting of the wrist to operate.						
102559	Doors	1st Floor	Ministers Office Next to Stage	Single Knob	Height	Door hardware is not mounted at the correct height.						
102557	Doors	1st Floor	Ministers Office Next to Stage		Door Opening Width	The clear opening width of the door is less than required.						
102612	Doors	1st Floor	North Entrance Next to Business Office	Pull Side	Floor Surface Slope	There is no level landing at this door.						
102611	Doors	1st Floor	North Entrance Next to Business Office	Pull Side	Front Approach Latch Side Clearance	There is less than the required latch side clearance on the pull side of the door.						
102610	Doors	1st Floor	North Entrance Next to Business Office	Push Bar / Thumb Latch	Door Hardware	Has a door stop.						
102609	Doors	1st Floor	North Entrance Next to Business Office	Push Bar / Thumb Latch	Non-Accessible Hardware	The door opening hardware is not accessible.						
102607	Doors	1st Floor	North Entrance Next to Business Office		Door Closer Vertical Clearance	The door closing device limits the required headroom clearance.						
102513	Doors	1st Floor	Play Room Next to Book Shop	Single Knob	Door Lock	The door lock requires tight grasping, pinching, or twisting of the wrist to operate.						
102512	Doors	1st Floor	Play Room Next to Book Shop	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.						
102510	Doors	1st Floor	Play Room Next to Book Shop		Door Opening Width	The clear opening width of the door is less than required.						
102483	Doors	1st Floor	Unisex Restroom Next to East Entrance	Pull Side	Floor Mat	An unstable floor mat is provided at the door landing.						
102482	Doors	1st Floor	Unisex Restroom Next to East Entrance	Pull Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the pull side of the door.						
102480	Doors	1st Floor	Unisex Restroom Next to East Entrance	Push Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the push side of the door.						
102481	Doors	1st Floor	Unisex Restroom Next to East Entrance	Push Side	Floor Mat	An unstable floor mat is provided at the door landing.						
102477	Doors	1st Floor	Unisex Restroom Next to East Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.						
102479	Doors	1st Floor	Unisex Restroom Next to East Entrance	Single Knob	Door Lock	The door lock requires tight grasping, pinching, or twisting of the wrist to operate.						
102478	Doors	1st Floor	Unisex Restroom Next to East Entrance	Single Knob	Height	Door hardware is not mounted at the correct height.						
102476	Doors	1st Floor	Unisex Restroom Next to East Entrance		Door Opening Width	The clear opening width of the door is less than required.						

EXHIBIT H EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102569	Doors	1st Floor	West Entrance	Pull Side	Floor Surface Slope	There is no level landing at this door.
102568	Doors	1st Floor	West Entrance	Push Side	Floor Surface Slope	There is no level landing at this door.
102567	Doors	1st Floor	West Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102565	Doors	1st Floor	West Entrance		Door Opening Width	The clear opening width of the door is less than required.
102569	Doors	1st Floor	Women's Restroom Next to West Entrance	Pull Side	Front Approach Clear Floor Space Length	There is not enough clear floor space provided at the pull side of the door.
102468	Doors	1st Floor	Women's Restroom Next to West Entrance	Single Knob	Non-Accessible Hardware	The door opening hardware is not accessible.
102467	Doors	1st Floor	Women's Restroom Next to West Entrance		Door Opening Width	The clear opening width of the door is less than required.
102519	Counters	1st Floor	Counter in Book Shop		Protruding Object	The counter is a protruding object.
102518	Counters	1st Floor	Counter in Book Shop		Counter Height	The height of the counter or desk does not comply with height requirements. No equivalent facilitation is provided in the area.
102632	Counters	1st Floor	Counter in Multipurpose Room		Counter Height	The height of the counter or desk does not comply with height requirements. No equivalent facilitation is provided in the area.
102556	Signage	1st Floor	Book Shop		No Room Identification	There is no room identification signage.
102520	Signage	1st Floor	Business Office Next to East Entrance		No Room Identification	There is no room identification signage.
102418	Signage	1st Floor	Business Office Next to North Entrance		No Room Identification	There is no room identification signage.
102554	Signage	Exterior	Directional Signage from B Avenue		No Directional or Information Signage	There is no directional signage.
102414	Signage	Exterior	Directional Signage from First Street		No Directional or Information Signage	There is no directional signage.
102460	Signage	1st Floor	Doorway Next to Book Shop		No Accessible Element/Entrance Signage	There is no room signage.
102580	Signage	1st Floor	Doorway Next to Play Room		No Room Identification	There is no room identification signage.
102645	Signage	1st Floor	East Entrance		No Accessible Element/Entrance Signage	There is no room signage.
102582	Signage	1st Floor	Main Entrance		No Accessible Element/Entrance Signage	There is no room signage.
102570	Signage	2nd Floor	Meditation Room		No Room Identification	There is no room identification signage.
102572	Signage	1st Floor	Meditation Room Entrance Next to Book Shop		No Room Identification	There is no room identification signage.
102581	Signage	1st Floor	Ministers Office Next to East Entrance		No Room Identification	There is no room identification signage.
102514	Signage	1st Floor	Ministers Office Next to Stage		No Room Identification	There is no room identification signage.
102637	Signage	1st Floor	North Entrance Next to Business Office		No Accessible Element/Entrance Signage	There is no room signage.
102547	Signage	1st Floor	Play Room Next to Book Shop		No Room Identification	There is no room identification signage.
102631	Signage	1st Floor	West Entrance		No Accessible Element/Entrance Signage	There is no room signage.

EXHIBIT H

EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102590	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Urinal Rim Height	The height of the urinal rim in the restroom is greater than 17 inches above the finished floor.
102591	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Width Between Urinal Shields	The shields extend greater than 24" in front of the urinal. The width between the shields is less than required.
102629	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Door Handle	The inside handle is not located near the latch. There is less than the required latch side clearance on the pull side of the door.
102630	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Front Approach Latch Side Clearance	
102627	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Toilet Compartment Door	The compartment door is located in front of the water closet. The clear opening width of the doorway to the compartment is less than required.
102626	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Compartment Door Width	The door to the compartment does not have an accessible handle on both sides.
102625	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Compartment Door Handle	The door to the compartment swings inward into the minimum required compartment area.
102628	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Compartment Door Swings In	
102621	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Toilet Seat Height	The height of the toilet seat is not at the required height.
102620	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Toilet Distance From Wall	The distance from the center of the toilet to the nearest side wall does not meet the required distance.
102623	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Toilet Minimum Distance From Any fixture	The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.
102624	Restrooms	1st Floor	Mens Restroom Next to West Entrance		Toilet Clear Floor Space	There is less than the required minimum space in front of the toilet.
102592	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Door Sign - Male	No Door Signage	There is no gender use signage on the entrance door.
102589	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Lavatory	Lavatory - Supply Lines not wrapped	Supply lines are not wrapped at the lavatory.
102588	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Lavatory	Lavatory Pipes Not Wrapped	The pipes under the lavatory do not provide protection against contact.
102585	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Lavatory	Lavatory Control Type	The faucet controls on the lavatory require tight grasping, pinching, or twisting of the wrist and are not accessible.
102586	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Lavatory	Lavatory Apron Height	The apron height under the lavatory is less than the required minimum height.
102587	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Lavatory	Lavatory Knees Clearance	The knee clearance space under the lavatory is less than the required minimum height.
102584	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Paper Towel	Dispenser Height	The height of the controls and operating mechanisms for the dispenser is not at the correct height.
102593	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Wall Sign	No Wall Signage	There is no signage indicating accessibility on the latch side of the entry door of the restroom.

EXHIBIT H

EXCERPT OF DRAFT ADA SURVEY REPORT

Name Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603					
Record Number	Category	Location	Description	Sub Description	
				Item	
				Finding	
102583	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Circular Turning Space Diameter	There is not sufficient clear floor space in the restroom to accommodate an individual in a wheelchair.
102618	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Seat Cover Dispenser Height	The height of the operable parts of the seat cover dispenser is greater than the allowed maximum height.
102619	Restrooms	1st Floor	Mens Restroom Next to West Entrance	No Grab Bars	There are no grab bars.
102617	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Toilet Compartment Length	There is insufficient clear floor space in the compartment.
102616	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Toilet Compartment Width	There is insufficient clear floor space in the compartment.
102614	Restrooms	1st Floor	Mens Restroom Next to West Entrance	No Toilet Paper Dispenser	There is no toilet paper dispenser provided on the narrow side wall.
102615	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Clear Space in Front of Compartment	The latch side approach to the compartment designated to be accessible in the restroom is not wide enough.
102613	Restrooms	1st Floor	Mens Restroom Next to West Entrance	Seat Cover Dispenser Behind Toilet	The location of the seat cover dispenser does not provide sufficient clear floor space.
102427	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Mirror Bottom Edge Height	The bottom edge of the reflective surface of the mirror is not at the correct height.
102641	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Toilet Distance From Wall	The distance from the center of the toilet to the nearest side wall does not meet the required distance.
102643	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Toilet Minimum Distance From Any fixture	The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.
102644	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Toilet Clear Floor Space	There is less than the required minimum space in front of the toilet.
450302	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	No Door Signage	There is no gender use signage on the entrance door.
102425	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Lavatory Pipes Not Wrapped	The pipes under the lavatory do not provide protection against contact.
102422	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Lavatory Apron Height	The apron height under the lavatory is less than the required minimum height.
102423	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Lavatory Knee Clearance	The knee clearance space under the lavatory is less than the required minimum height.
102424	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Lavatory Clear Floor Space Length	There is not sufficient clear floor space provided to allow an accessible forward approach.
102426	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Lavatory - Supply Lines not wrapped	Supply lines are not wrapped at the lavatory.
102421	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	Paper Towel Dispenser Height	The height of the controls and operating mechanisms for the dispenser is not at the correct height.
450303	Restrooms	1st Floor	Unisex Restroom Next to East Entrance	No Wall Signage	There is no signage indicating accessibility on the latch side of the entry door of the restroom.

EXHIBIT H

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Name
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Record Number	Category	Location	Description	Sub Description	Item	Finding
102419	Restrooms	1st Floor	Unisex Restroom Next to East Entrance		Circular Turning Space Diameter	There is not sufficient clear floor space in the restroom to accommodate an individual in a wheelchair.
102638	Restrooms	1st Floor	Unisex Restroom Next to East Entrance		No Toilet Paper Dispenser	There is no toilet paper dispenser provided on the narrow side wall.
102639	Restrooms	1st Floor	Unisex Restroom Next to East Entrance		Toilet Clear Floor Space Width	There is not a minimum of 60 inches of clearance around the water closet measured perpendicular from the side wall.
102640	Restrooms	1st Floor	Unisex Restroom Next to East Entrance		No Grab Bars	There are no grab bars.
102539	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Door Handle	The inside handle is not located near the latch. There is less than the required latch side clearance on the pull side of the door.
102540	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Front Approach Latch Side Clearance	
102535	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Compartment Door	The compartment door is located in front of the water closet. The clear opening width of the doorway to the compartment is less than required.
102534	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Compartment Door Width	
102538	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Compartment Door Handle Height	The compartment door hardware is not at a compliant height.
102533	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Compartment Door Handle	The door to the compartment does not have an accessible handle on both sides.
102536	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Compartment Door Swings In	The door to the compartment swings inward into the minimum required compartment area.
102537	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Compartment Door Latch	The door to the compartment designated to be accessible in the restroom does not have appropriate accessible hardware.
102529	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Seat Height	The height of the toilet seat is not at the required height. The distance from the center of the toilet to the nearest side wall does not meet the required distance.
102528	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Distance From Wall	
102531	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Minimum Distance From Any fixture	The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.
102532	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Clear Floor Space	There is less than the required minimum space in front of the toilet.
102435	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Door Sign - Female	No Door Signage	There is no gender use signage on the entrance door.
102433	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Lavatory	Lavatory Pipes Not Wrapped	The pipes under the lavatory do not provide protection against contact.
102432	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Lavatory	Lavatory Knee Clearance	The knee clearance space under the lavatory is less than the required minimum height.
102431	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Lavatory	Lavatory Apron Height	The apron height under the lavatory is less than the required minimum height.

EXHIBIT H

EXCERPT OF DRAFT ADA SURVEY REPORT

Name
Foothill Center For Spiritual Living (Building 118) - 2945 First Street, Auburn Ca 95603

Record Number	Category	Location	Description	Sub Description	Item	Finding
102430	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Lavatory	Lavatory Control Type	The faucet controls on the lavatory require tight grasping, pinching, or twisting of the wrist and are not accessible.
102434	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Lavatory	Lavatory - Supply Lines not wrapped	Supply lines are not wrapped at the lavatory.
102429	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Paper Towel	Dispenser Height	The height of the controls and operating mechanisms for the dispenser is not at the correct height.
102436	Restrooms	1st Floor	Womens Restroom Next to West Entrance	Wall Sign	No Wall Signage	There is no signage indicating accessibility on the latch side of the entry door of the restroom.
102428	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Circular Turning Space Diameter	There is not sufficient clear floor space in the restroom to accommodate an individual in a wheelchair.
102526	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Seat Cover Dispenser Height	The height of the operable parts of the seat cover dispenser is greater than the allowed maximum height.
102524	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Compartment Width	There is insufficient clear floor space in the compartment.
102525	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Toilet Compartment Length	There is insufficient clear floor space in the compartment.
102527	Restrooms	1st Floor	Womens Restroom Next to West Entrance		No Grab Bars	There are no grab bars.
102522	Restrooms	1st Floor	Womens Restroom Next to West Entrance		No Toilet Paper Dispenser	There is no toilet paper dispenser provided on the narrow side wall.
102523	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Clear Space in Front of Compartment	The latch side approach to the compartment designated to be accessible in the restroom is not wide enough.
102521	Restrooms	1st Floor	Womens Restroom Next to West Entrance		Seat Cover Dispenser Behind Toilet	The location of the seat cover dispenser does not provide sufficient clear floor space.
102485	Assembly Areas	1st Floor	Multipurpose Room		Less Than Minimum Required Accessible Seats	There are not enough accessible seats at the location with respect to the total number of seats available.
102484	Assembly Areas	1st Floor	Multipurpose Room		Access to Performing Area	Stairs connect the front of the stage in the theater/auditorium/performance center to the audience seating area, the stage is not accessible from a back entrance/ramp/hallway.
102571	Emergency Warning Systems	1st Floor	Visual Alarms		Emergency Warning Systems	There are some visual warning devices, though visual warning devices are not located throughout the facility.